

STATE OF MICHIGAN
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
 PROCUREMENT
 P.O. BOX 30026, LANSING, MI 48909
 OR
 525 W. ALLEGAN, LANSING, MI 48933

NOTICE OF CONTRACT NO. 071B5500135

between

THE STATE OF MICHIGAN

and

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CONTRACT ADMINISTRATOR	DTMB	Jillian Yeates	(517) 284-7019	yeatesj@michigan.gov

CONTRACT SUMMARY			
DESCRIPTION: Safe Schools/Healthy Students Grant Evaluator			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
2 Years, 1 Month	September 8, 2015	September 29, 2017	1, one-year
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	N/A	N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS:			
N/A			
MISCELLANEOUS INFORMATION:			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the basis of our inquiry bearing the solicitation #007115B0005574. Orders for delivery will be issued directly by Departments through the issuance of a Purchase Order Form			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:		\$645,000.00	

For the Contractor:

**James O'Neill, Ph.D.,
Contract Administrator**

Date

For the State:

**Tom Falik,
Services Division Director
DTMB-Procurement
State of Michigan**

Date



STATE OF MICHIGAN

Contract No. 071B5500135
Safe Schools/Healthy Students Evaluator

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

Project Request

This Contract is for an Evaluator who will evaluate the performance and outcomes of the Michigan Safe Schools/Healthy Students Grant Program. The Contractor is responsible for:

Conducting a formative evaluation to monitor progress toward achievement of objectives for both program processes and outcomes:

- Development of tools or instruments to assess each objective/Government Performance Results Act (GPRA) to provide both qualitative and quantitative data for a variety of purposes:
 - (a) To fully capture the status of the project;
 - (b) Performance feedback;
 - (c) To determine and remedy areas in need of improvement;
 - (d) To provide detailed descriptions of effective partnerships, processes, and interventions; and
 - (e) To inform the development/refinement of resources and supports for this project; working with Local Education Agencies (LEAs) to develop local evaluation plans;
- Attend State Management Team meetings and develop state evaluation plan; and
- Acquire approval from an Institutional Review Board prior to data collection activity.

Background

The Michigan Safe Schools/Healthy Students (SS/HS) program focuses on aligning policies, practices, programs, and partnerships at the state and local levels to empower local districts to improve their ability and capacity in meeting the mental health, substance use and violence prevention, and early childhood needs of all students. MDE and the Department of Health and Human Services (DHHS) will convene the Michigan SS/HS State Management Team (SMT) with stakeholders from state and local levels. The SMT will be charged with developing the Michigan SS/HS comprehensive plan through a systematic, open process involving an environmental scan, needs assessment, and identification and prioritization.

The overall goals of the four-year project include:

- 1) To form and sustain state and local teams to effectively manage and carry out grant requirements; build and maintain capacity among state and local leaders; and, support program activities that prevent violence and violent behavior, bullying, and substance use and mental disorders;
- 2) Develop and implement, within three local Michigan communities, a Michigan SS/HS comprehensive plan to improve programs, policies, and service delivery of early childhood opportunities; promote positive mental, emotional, and behavioral health of youth; support family, school, and community connections; prevent behavioral health problems, including substance use, among youth; and create safe and violence-free schools. The primary populations to be served include children and adolescents (birth to age 18), their families, school staff, and community partners in the three pilot communities.



Within the objectives of goal 2 is the framework for the five SS/HS Elements within the State, the three LEAs, and the respective local communities. These five elements are:

Element One: Promoting Early Childhood Social and Emotional Learning and Development

Element Two: Promoting Mental, Emotional, and Behavioral Health

Element Three: Connecting Family, Schools, and Communities

Element Four: Preventing Behavioral Health Problems, (including Substance Use)

Element Five: Creating Safe and Violence-Free Schools

The project includes programs at three Michigan districts that will serve as pilot sites. The selected districts and their respective communities are areas with significant need, but they also possess capacity through existing structures and current state-funded projects, as well as a strong commitment to the project. The three LEAs represent unique structures and community composition. There will be vast differences and similarities among the sites that will shape lessons learned, and serve as a guide in helping Michigan develop a comprehensive plan, as well as a resource, for other school districts across the state that seek to implement similar programs and partnerships. The project will serve at least 1,000 participants in Year 1 and 5,000 participants in Years 2-4.

1.0 Requirements

1.1 Work and Deliverables:

A. Environmental Scan (ES):

1. Contractor must conduct an environmental scan of the systems, programs, and resources that address the five SS/HS Elements within the state, the three LEAs, and respective local communities.
2. The Contractor will design the ES to:
 - a. •Improve the alignment, integration, and effectiveness of systems-level efforts in the schools and communities.
 - b. •Strengthen and sustain existing partnerships and identify new and expanded opportunities for local- and State-level organization partnerships across educational and health/human service sectors; and
 - c. •Engage key stakeholders, including families and youth that reflect the diversity of populations and priority issues identified within the selected communities and at the State level.
3. The Contractor will conduct the ES in accordance with the most recent guidelines set forth by the SS/HS Grant Program. Information will be collected for each LEA and the State, from the Michigan SS/HS application and the Behavioral Health Disparities Impact Statement, as well as a variety of local, regional and states sources, to answer the following questions for each SS/HS Element:
 - a. What programs, services, supports, policies and other resources exist that serve school age children and youth?
 - b. Who runs them? Who funds them?
 - c. What existing resources and services align with the enhanced National standards for Culturally and Linguistically Appropriate Services (CLAS)?
 - d. Where are the gaps in programming, based upon the identified needs and National CLAS standards?



- e. For any shared gaps across the LEAs and the state, what are the available resources at the state and within the three communities that address those gaps?
4. The results will be provided in a report with a 6 x 4 grid/table about each of 6 ES categories (one per column), for each row corresponding to an LEA and the state (4 rows) that will be the basis of an ES report. Accompanying the grid will be a narrative describing the purpose, methodology and results of the ES.
5. The Contractor will consult with the State team prior to and during the ES to ensure all necessary steps are included for a successful process. The Contractor will employ the following steps, among others as needed, to conduct the ES for each LEA and the state:
 - a. Hold an introductory meeting to provide an overview of the SS/HS Framework and the ES.
 - b. Provide guidance on the best ES data sources for each SSS/HS element, based upon existing and potential sources at the local, regional and state level;
 - c. Provide a template grid to complete the ES;
 - d. Facilitate meetings to complete the ES;
 - e. Assist in identifying new state, regional and community resources and defining data collection methods and tools, including direct observation, questionnaires, consultation with persons in key positions and/or with specific knowledge, review of relevant policies, interviews, and focus groups;
 - f. Identify and use existing data from national, state and community sources;
 - g. Assist in the analysis and interpretation of data;
 - h. Review drafts of the ES and offer suggested revisions;
 - i. Report on a weekly basis to the state on progress made in completing the ES; and
 - j. Develop a final report that includes the ES of each LEA and the state, for submission to the State and SAMHSA.
6. The Contractor will include the following for each LEA and the state:
 - a. Education about ES and the SS/HS Framework. Although LEAs and the State are required to develop and implement systematic improvement plans, the ES for SS/HS is a public health approach toward planning and implementation that may be a new paradigm in the sector of education. As part of the ES process the Contractor will provide an overview of the SS/HS framework (the Elements, Strategic Approaches and Guiding Principles) as well as present research and evaluation evidence on the connection of the SS/HS Framework and the public health approach to improving academic success.
 - b. Clarify the benefits of State-level participation. This is the first grant cycle of the SS/HS Grant Program that requires a state-level activities (i.e., assessment, planning, and evaluation) in addition to LEA activities, which is expected to result in “community- and State- level transformation and systems change leading to a sustainable expansion of SS/HS to other local education agencies and communities across the state as well as the adoption of state policy, program, and regulatory changes that will foster safe and healthy schools and communities and positive student outcomes” (SAMHSA, 2013). Consequently, the Contractor will assist in using the findings from each local community to help inform policy and decision-making at the state level, and using the state findings to help inform LEAs and their communities about ways in which their gaps in service, needs, resources, and practices compare with those in other jurisdictions.



- c. Maximize Stakeholder participation. The Contractor, along with the state, will encourage each LEA and the State to recruit a team comprised of key leaders with extensive knowledge and the decision-making authority in their respective areas, who also believed in the mission and vision of the SS/HS Program. This will allow the ES process to proceed with the assurance that the key issues would surface and the necessary resources would be available to complete the ES as well as successfully execute the Comprehensive Plan.
- d. Utilize federal resources. The Contractor will (a) participate in any SS/HS meetings and trainings on ES provided by SAMSHA or its federal partners, and (b) seek guidance from SAMHSA and its federal partners regarding ES challenges and resources
- 7. The environmental scan must be submitted to the MDE Program Manager in Word format four months from the start of the contract date.
- 8. The Contractor must update and provide yearly reviews of the environmental scan. These reviews will be due by the end of October each year.

B. Needs Assessment (NA):

- 1. Contractor must conduct a needs assessment of the risk and protective factors impacting mental and substance use disorders, youth violence, early childhood, and any other content areas related to the SS/HS framework within the state and the three communities. This process includes the gathering, analyzing, and reporting of current data and information about the characteristics and needs of children, youth, schools, and communities in which SS/HS services will be implemented.
- 2. The Contractor also will design the NA to:
 - a. •Improve the alignment, integration, and effectiveness of systems level efforts in the schools and communities.
 - b. Strengthen and sustain existing partnerships and identify new and expanded opportunities for local- and State-level organization partnerships across educational and health/human service sectors; and
 - c. •Engage key stakeholders, including families and youth that reflect the diversity of populations and priority issues identified within the selected communities and at the State level.
- 3. The Contractor will conduct the needs assessment (NA) in accordance with the most recent guidelines set forth by the SS/HS Grant Program. The NA will be designed to inform the environmental scan, so NA and ES will be conducted consecutively. Information will be collected for each LEA and the state, from the Michigan SS/HS application and the Behavioral Health Disparities Impact Statement, as well as a variety of local, regional and states sources. SS/HS guidance also stipulates that the NA covers the following categories as an approach to identify the current conditions for each SS/HS Element, for each LEA and the state:
 - a. Populations and subpopulations. Who are the populations and sub-populations of focus? What evidence supports the need to focus on these populations/sub-populations?
 - b. Risk and Protective Factors. What contributes to the problem (i.e., risk factors) or buffers/minimizes the problem (e.g., protective factors)? Include data whenever possible.



- c. Indicators and Data Sources. What evidence exists regarding the problem (include data source[s] and year[s])? Which population(s) experience(s) health disparities? What evidence shows the disparities?
4. The results will be provided in a report with a 3 x 4 grid/table about each of 3 NA categories (one per column), for each row corresponding to an LEA and the state (4 rows) that will be the basis of an NA report. Accompanying the grid will be a narrative describing the purpose, methodology and results of the NA.
 5. The Contractor will consult with the State team prior to and during the ES process to ensure all necessary steps are included for a successful ES. The Contractor will employ the following steps, among others as needed, to conduct the ES for each LEA and the state:
 - a. Hold an introductory meeting to provide an overview of the SS/HS Framework and the NA;
 - b. Provide guidance on the best NA data sources for each SSS/HS element, based upon existing and potential sources at the local, regional and state level;
 - c. Provide a template grid to complete the NA;
 - d. Facilitate meetings to complete the NA;
 - e. Identify and use existing data from national, state and community sources;
 - f. Assist in identifying new state, regional and community resources and defining data collection methods and tools, including direct observation, questionnaires, consultation with persons in key positions and/or with specific knowledge, review of relevant policies, interviews, and focus groups;
 - g. Assist in the analysis and interpretation of data;
 - h. Assist in the compilation of quantitative and qualitative data on the risk and protective factors related to each of the five SS/HS Elements and the GPRAs, including establishment of baseline data and methods/tools to collect baseline data;
 - i. Whenever possible, use trend data (i.e., data with at least three years/waves of collection times)
 - j. Whenever possible, triangulate the data (e.g., multiple sources of data for family/community engagement)
 - k. Assist in defining the target populations and sub-populations, including those with behavioral health disparities;
 - l. Assist in the selection of at least one shared indicator for each of the five SS/HS Elements;
 - m. Review drafts of the NA and offer suggested revisions;
 - n. Report on a weekly basis to the state on progress made in completing the NA; and
 - o. Develop a final report that includes the NA of each LEA and the state, for submission to the State and SAMHSA
 6. The Contractor must submit the assessment via email to the MDE Program Manager. This must be done on a quarterly basis.
 7. The Contractor's efforts for the NA will incorporate the same components detailed in the ES, Section 1.1 A.6: (a) Education about the NA and the SS/HS Framework; (b) Clarification of the benefits of state-level participation; (c) Maximization of Stakeholder participation; and (d) Utilization of federal resources.



C. Evaluation Plan (EP):

1. Contractor must develop an evaluation plan for outcome and performance measures, the comprehensive plan, and a structure to ensure fidelity in the implementation of all evidence-based programs. The plan must describe the evaluation planning process, including but not limited to the data collection instruments; how data will be collected, reported, and analyzed for the required Common Data Platform (CDP) and Government Performance Results Act (GPRA) performance measures; and how the project evaluation will support data-driven decision making with the goal of a continuous improvement process. Contractor will work collaborate with the State coordinators on the plan and performance measures.
2. The EP will require a design to adequately inform a systems-change approach to sustainable school improvement that includes school health (i.e., the SS/HS Framework) as a necessary component for achieving the educational mission of schools. Thus, emphasis will be on:
 - a. Improving the alignment, integration, and effectiveness of systems-level evaluation efforts in the schools and communities;
 - b. Strengthening and sustaining existing evaluation partnerships (e.g., data tracking for mental health referrals) and identifying new and expanded opportunities for local- and state-level organization partnerships across educational and health/human service sectors; and
 - c. Engage key stakeholders in the evaluation, including families and youth that reflect the diversity of populations and priority issues identified within the selected communities and at the state level.
3. The Contractor will develop the evaluation plan in accordance with the most recent guidelines set forth by the SS/HS Grant Program. The EP will be organized around several critical components for a successful evaluation:
 - a. Evaluation Model and Approach. As noted in this RFP, a utilization-focused evaluation model will be utilized. This section will discuss that model and how it will be operationalized for the SS/HS evaluation.
 - b. Evaluation Planning Process. Steps to prepare for development of the EP will be discussed with the Program Manager and state team, to ensure the timeline and tasks include all necessary steps and are reasonable.
 - c. Data Collection, Analysis and Reporting for GPRAs and Other Indicators. This section will describe data collection methods, and approaches to analysis and the timing and type of reporting necessary to provide ongoing updates and outcomes for each objective.
 - d. Evaluation Staffing, Timeline and Safeguards for Participants. This section will detail the human resources needed to successfully implement the EP. Also described will be procedures and assurances to protect SS/HS participants (e.g., protocols for informed consent and confidentiality).
 - e. Evaluation Plan Worksheet. The EP Worksheet (EPW) will be the roadmap for conducting a comprehensive process and outcome evaluation for the SS/HS Program. Included in the EPW will be a description of several aspects of data collection for each Objective, GPRA, Process Measure and Outcome Measure: (a) baseline data, (a) evaluation design, (c) information source and instrument(s), (d) data collection person(s), (d) timeline and (e) whether a population or sampling approach is used. Also specified is the plan for data analysis and reporting of results. The following is an example of the EPW format and content:



Objective/GPRA Measure	Baseline Data (source)	Evaluation Design; Information Source/ Instrument	Data Collection			Data Analysis/ Reporting
			Who Collects?	When?	Collect From?	
(GPRA) The number of students who receive school-based mental health services (SBMHS) will increase by ###, by (date).	(SBMHS records, 2013/14): ###	Cross-sectional, posttest-only design: SBMHS log of unduplicated students	SBMHS staff will log the initial visit	During initial visit from student for SBMHS	The population of students from all initial visits	The total number of students receiving SBMHS will be tallied and reported quarterly to LEAs and the state, and annually to SAMHSA

4. The Contractor will consult with the state team prior to and during development of the EP to ensure all necessary steps are included. The Contractor will employ the following steps, among others as needed, to develop the EP for each LEA and the state:
 - a. Review the Comprehensive Plan, including the Objectives/GPRAs, interventions (e.g., activities, programs, and policies) and partner roles;
 - b. Assist in the development of operational definitions for each Objective/GPRA/Indicator;
 - c. Conduct meetings to discuss possible data collection tools and protocols for each Indicator/Objective and related intervention(s) that reflect (a) the current capacity to collect data at the local/regional and state level, and (b) the potential through the SS/HS project to enhance and sustain the use of effective data collection;
 - d. Report on a weekly basis to the state on progress made in developing the EP;
 - e. Develop a draft of the EP, with review and feedback provided by key stakeholders of the LEAs and the state; and
 - f. Develop a final report that includes the EP of each LEA and the state, for submission to the State and SAMHSA
5. The Contractor will do the following as part of its development:
 - a. Align with SSHS-MI Comprehensive Plan. Essentially, the EP will flow from the Comprehensive plan that details the baseline data (from the needs assessment) and expected outcomes (i.e., objectives).
 - b. Consider other programs. Planning will involve streamlining the evaluation of SS/HS with other local, state and federal programs and other requirements, to minimize burden on the LEAs and the state.
 - c. Include outcome evaluation and process evaluation for each Objective. Process and outcome evaluation are used in the EP to complement each other so that any outcomes observed can be understood in light of the effort required to achieve those outcomes.
 - d. Utilize a rigorous evaluation design features. Whenever feasible, the evaluation design will include these features to enhance the validity of the observed results: (a) use of repeated measures (e.g., pre-post, baseline and follow-up) to capture change or differences over time, (b) use of multiple measures to triangulate the results, (c) use of comparison or control groups to minimize threats to internal validity (i.e., whether it was truly the intervention that produced the change), and (d) use of both quantitative and qualitative data to provide a rich picture of progress, outcomes, and challenges.
 - e. Utilize rigorous measurement of Indicators and Process Measures. Measurement of GPRAs will conform to federal requirements and, whenever possible, all measurement/tools will (a) be standardized (e.g., in format and data collection protocols) across the LEAs and the state; (b) have been used successfully in previous evaluations/research or field-tested for reliability, validity and cultural/linguistic appropriateness; and (c) be administered by persons trained in data collection methods. At times, measures will need to individualized and tailored to meet needs unique to



specific sites. This work will be led by the Contractor in consultation with the state and LEAs.

- f. Utilize intervention-level outcome measures. For the SS/HS Program, measurement of each Indicator/Objective involves tracking long-term changes expected from comprehensive programming. However, the Comprehensive Plan most likely will include programs/activities, including evidence-based programs (EBP) that have been shown to produce short-term outcomes that increase the likelihood of realizing long-term results of the SS/HS Objectives/GPRAs. Therefore, the EP will include outcome measures for specific programs/activities that are expected to result in intermediate or short-term outcomes in participant knowledge, skills, etc.; that is, outcomes that precede changes associated with the Objectives/GPRAs.
- g. Utilize a variety of data sources and measurement tools. Using several data sources and measurement tools is designed to authentically assess the wide variety of activities, strategies, etc., to be proposed in the Comprehensive Plan. For SS/HS, primary data sources might include students, school staff, administrators, parents/family, service providers, SS/HS team members, community members, community records, school records and previous evaluations. Primary measurement tools might include sign-in sheets (for trainings and meetings), partnership/collaboration lists, meeting minutes, post-only surveys, pre-post surveys, baseline/follow-up assessments, referral/assessment logs, focus groups, observations, and web site analytics.
- h. Coordinate data collection and management. Data collection and management will occur at several levels (e.g., within and across LEAs) and will involve procedures to collect and submit data and reports to the LEAs, the state and SAMHSA. The Contractor will propose that each LEA utilize at least one staff person to coordinate data collection and submission in collaboration with a liaison from the Contractor's evaluation staff.
- i. Accommodate large scope and scale of SS/HS Program. As noted in previous sections (environmental scan and needs assessment), the SS/HS Grant Program seems relatively large among federal grants in both its scope (5 Elements x 5 Strategic Approaches x 7 Guiding Principles) and scale (participation by both LEAs and states). Consequently, the EP will require extensive coordination and communication within and across the state, the three LEAs, and respective communities to expedite the NA process and ensure that the SS/HS Comprehensive Plan is meaningful for all stakeholders and each SS/HS Element. To this end, the Contractor's efforts for the EP will incorporate the same components detailed in the ES and NA: (a) Education about the EP and the SS/HS Framework; (b) Clarification of the benefits of state-level participation; (c) Maximization of Stakeholder participation; and (d) Utilization of federal resources.

- 6. Contractor must update the evaluation plan quarterly using Word and Excel Spreadsheets and submit electronically through email.

- D. Contractor must provide ongoing evaluation for the duration of the Contract period and recommendations for data-informed decision making. The state coordinators will meet weekly either in person or through email correspondence. The ongoing deliverables will be reviewed during each meeting and align deadlines with the corresponding federal guidance.



- E. Contractor must fully participate in the national multi-site evaluation (MSE) according to Substance Abuse and Mental Health Services Administration (SAMHSA) requirements for the duration of the Contract period. Additional information on the SAMHSA requirements can be found at: <http://www.samhsa.gov/data/evaluation>.
1. The Contractor will lead Michigan's contribution toward the national MSE of SS/HS by:
 - a. •assisting the LEAs in participating fully in the national MSE, including data collection, management, and reporting procedures, as well as common data collection tools and measures.
 - b. •completing all trainings, along with selected state staff, on MSE protocols to ensure that all activities are conducted according to MSE procedures.
 - c. •streamlining data collection, when possible, for both the site-specific evaluation as well as the MSE in order to minimize duplication of effort in data collection and reporting, and minimize burden to schools and communities.
 2. The Contractor must attend regular monthly teleconferences and/or in person meetings with the State coordinators and the federal MSS team. More information can be found on the SAMHSA website, <http://www.samhsa.gov/safe-schools-healthy-students>.
- F. Contractor must review federal, state and local level data (Michigan Profile for Healthy Youth (MiPHY), Youth Risk Behavior Survey (YRBS), etc.) to guide the ongoing determination of gaps, needs and capacity that will determine the selection and quality of program implementation for the duration of the Contract period.
- G. Data Collection
- Contractor must develop a data collection method around the GPRA and identified shared and customized shared indicators of three communities and the MDE.

The Contractor will utilize the data collection details about GPRAs from the Michigan grant application to SAMHSA as the groundwork for a comprehensive GPRA data collection plan. Included in this comprehensive plan will be a description of several aspects of ongoing data collection: baseline data, evaluation design, information source, data collection person(s), timeline and whether a population or sampling approach is used. Also specified will be a plan for data analysis and reporting of results. The following is an example of the GPRA data collection plan:

Objective/GPRA Measure	Baseline Data (source)	Evaluation Design; Information Source/ Instrument	Data Collection			Data Analysis/ Reporting
			Who Collects?	When?	Collect From?	
(GPRA) The number of students who receive school-based mental health services (SBMHS) will increase by ###, by (date).	(SBMHS records, 2013/14): ###	Cross-sectional, posttest-only design; SBMHS log of unduplicated students	SBMHS staff will log the initial visit	During initial visit from student for SBMHS	The population of students from all initial visits	The total number of students receiving SBMHS will be tallied and reported quarterly to LEAs and the state, and annually to SAMHSA

This data report is due by 9/29/2015 of the grant cycle and must align with the Federal Integrated Logic Model and Comprehensive Plan.

- H. Contractor must deliver statewide, regional and or federal level presentations on the importance and interpretation of data collection and evaluation over the duration of the Contract period. The



presentations must be presented quarterly at State and community management team meetings as well as annual national grantee meetings. Travel expenses must be included within the contract.

I. Evaluation Practices and Reports:

Contractor must identify, assess, and/or develop pre-and post- test evaluation practices and reports used to evaluate the effectiveness of substance use prevention practices, implementation of mental health supports for children, and assess activities that improve school climate and conditions for learning.

J. Contractor must collaborate with state and local partnerships to share and develop evaluation instruments that measure effective parent engagement within school districts.

1. The Contractor will assist with the following:

- a. Make the case that parent engagement is meaningful for school health and school improvement, especially when opportunities are active (e.g., participation in planning and implementation of events/programs) and not limited to passive ones (e.g., attendance at meetings/events);
- b. Conduct a literature search for valid, reliable parent engagement measures and protocols;
- c. Attend meetings that explore overlap in parent engagement with state and local partnerships;
- d. Include evaluation of SS/HS parent engagement efforts and results as an agenda item for state and local partnership meetings;
- e. Review evaluation plans from other state and local programs to identify opportunities for common measurement with SS/HS;
- f. Identify commonalities between SS/HS and state/local partnerships and encourage sharing and developing common instruments;
- g. Provide recommendations for instruments and data collection protocols;
- h. Assist with data collection, analysis and interpretation of results from SS/HS parent engagement measures;
- i. Facilitate a process for revision of SS/HS parent engagement instruments;
- j. Assist with pilot-testing revised SS/HS parent engagement instruments; and
- k. Assist with the revision and dissemination of revised SS/HS parent engagement instruments.

K. Contractor must review state level violence data and substance use data to determine access and behavior change for youth in target populations over the duration of the Contract period.

1. The Contractor will employ the following steps, among others as needed, to review state level violence data and substance use data to determine access and behavior change for youth in target populations over the duration of the Contract period.\

- a. Review the evaluation plan to identify all indicators of violence data and substance use for all LEAs and the state, as well as any indicators that correlate with these areas (e.g., risk and protective factors for violence and substance use);
- b. Create a process and timeline for the Contractor to:
 - I. access the data and aggregate or otherwise manage it,
 - II. interpret the results, including patterns over time,
 - III. report the results to the state and SAMHSA, and



- IV. recommend adjustments as needed to the evaluation plan for these indicators;
2. The Contractor will establish a process to and assist each LEA and the state team with the following:
- access their respective data,
 - review their respective data as a team,
 - interpret their results, including patterns over time,
 - report results to their own teams and partners, and
 - use the results to make programmatic adjustments and showcase progress and success.
- L. Contractor must disaggregate state and local level disparity subpopulation (i.e. Lesbian, Gay, Bi-Sexual, Transgender, Questioning (LGBTQ), African American Males) data for analysis to inform evidence base practice selections.
- M. Contractor must provide recommendations around customized data collection scenarios that can expand the scope and depth of potential outcomes over the duration of the Contract period.
- In collaboration with SS/HS state team and LEA teams, the Contractor will do the following, among other steps, to provide recommendations around customized data collection scenarios that can expand the scope and depth of potential outcomes over the duration of the Contract period:
 - Review the Comprehensive Plan and Logic Model to clarify operational definitions for any indicators that will require a customized approach, and the interventions (e.g., activities, programs, curricula, etc.) that accompany each;
 - Identify any shared Indicators (e.g., Objectives, GPRAs, Process Measures and Outcome Measures) across two or more LEAs and/or the state;
 - Assess and incorporate data collection practices and protocols from interventions that have similar indicators, including evidence-based practices. Make adjustments as needed to align with SS/HS indicators;
 - Collaborate with other state and the LEAs to identify any practices and protocols applicable to SS/HS, that can be customized for SS/HS;
 - For any SS/HS indicator without existing practices and protocols, recommend new practices and protocols, including instruments/ tools;
 - Whenever possible, pilot-test practices and protocols to ensure alignment and readiness for SS/HS;
 - When applicable, share SS/HS evaluation practices and protocols with state partners and the LEAs;
 - Periodically (on a semi-annual basis) review the practices and protocols to ensure alignment with SS/HS indicators; and
 - When changes are made to the SS/HS Comprehensive Plan, revisit data collection practices and protocols and make adjustments as needed.
- N. Contractor must build the evaluation plan based on the Utilization-Focused Evaluation Model (UFE). The UFE is an approach based on the principle that an evaluation should be judged on its usefulness to its intended users. Evaluations should be planned and conducted in ways that enhance the likely utilization of both the findings and of the process itself to inform decisions and improve performance. Additional information can be found at:
http://betterevaluation.org/plan/approach/utilization_focused_evaluation.



- O. Contractor must develop annual reports, due by December 30th each year, as required by the Federal SS/HS initiative over the duration of the Contract period.
- P. Contractor must attend and actively participate in State and Core Team meetings for purposes of ensuring that adequate baseline data and accountability/evaluation measures are in place for the duration of the Contract period. The Core Team is made up of members representing education, public health and mental health.
- Q. Contractor must attend SS/HS conference(s) and any other meetings as required by Federal SS/HS program officers.

2. Staffing

2.1 Contractor Representative

The Contractor must appoint an individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

Contractor Representative: Jim O'Neill, Ph.D.

The Contractor must notify the Contract Administrator at least 30 calendar days before removing or assigning a new Contractor Representative.

2.2 Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

2.3 Key Personnel

The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within three business days hours.

The following are "Key Personnel" required for this Contract:

Evaluator	Candidate should have a master's degree (doctorate desired) and experience conducting social research at the state and local level; working with community groups/coalitions; working with schools; and conducting qualitative and quantitative data analysis and report writing. An Evaluator with a background in child psychology, education and/or public health and epidemiology/state level data systems would be beneficial.
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The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and provide the State with a resume and any other information about the individual



reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms.

The Contractor must identify the Key Personnel, indicate where they will be physically located, describe the functions they will perform, and provide current chronological résumés. If additional lines are needed, the Contractor must add them.

Contractor's Key Personnel		
Title	Name	Functions
Evaluator	Jim O'Neill, Ph.D.	Lead all aspects of the SS/HS evaluation, including, but not limited to the following throughout the duration of the Contract period <ol style="list-style-type: none"> 1. Conducting the needs assessment and environmental scan and making any adjustments as needed; 2. Developing a comprehensive evaluation plan and making any adjustments as needed; 3. Coordinating implementation of the evaluation plan, including: data collection, analysis and reporting; 4. Working directly with each local teams and the state team to implement the evaluation plan, in collaboration with designated evaluation subcontractors (see Exhibit A, Section 2.5); 5. Coordinating Michigan's portion of the national multi-site evaluation; 6. Developing and submitting evaluation reports to the state and SAMHSA; and 7. Providing consultation on evaluation methods, practices and protocols to the local teams and the state team.
Subcontractor	Christie Wilkewitz, M.A., M.Ed.	<ol style="list-style-type: none"> 1. Attending (in person or by phone conference) meetings of the LEA team and state team. 2. Assisting with the identification/development of measurement tools; 3. Assisting with the coordination of data collection activities in accordance with the evaluation plan; 4. Assisting with data entry, management, analysis, interpretation and reporting; 5. Assisting with revisions to the evaluation plan and related documents; and



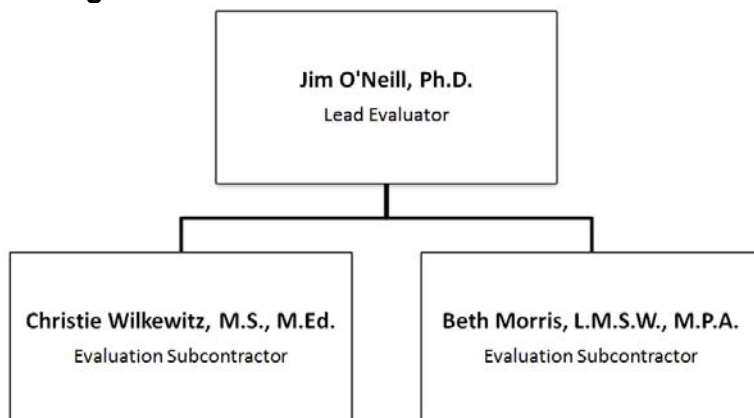
		6. Submitting evaluation progress reports to the state, as part of the state Core team meetings.
Subcontractor	Beth Morris, L.M.S.W., M.P.A.	<ol style="list-style-type: none"> 1. Attending (in person or by phone conference) meetings of the LEA team and state team. 2. Assisting with the identification/development of measurement tools; 3. Assisting with the coordination of data collection activities in accordance with the evaluation plan; 4. Assisting with data entry, management, analysis, interpretation and reporting; 5. Assisting with revisions to the evaluation plan and related documents; and 6. Submitting evaluation progress reports to the state, as part of the state Core team meetings.

Contractor must make assurances that evaluation staff assigned to the project under the evaluator leadership conduct their work in accordance with a professional code of ethics and in accordance with MDE policies and procedures, and any other standards required by the Federal and State statutes as relate to privileged information and archive maintenance over the duration of the four year grant period.

To meet this requirement, the Contractor will have each members of the evaluation staff, including subcontractors, do the following:

- I. Review the code of ethics of the AEA and other professional disciplines to which the evaluator and evaluation staff members (including subcontractors) are affiliated (e.g., ASHA);
- II. Review MDE policies and procedures that are relevant to this project, as determined by the Program Manager;
- III. Review federal and state statutes that are relevant to this project, including the Code of Federal Regulations, Title 45 (Public Welfare), Part 46 (Protection of Human Subjects);
- IV. Sign a form that assures adherence to the above-mentioned codes and regulations, among others as needed, throughout the duration of the grant period.

2.4 Organizational Chart



2.5 Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:



1. The legal business name; address; telephone number; a description of subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities.
2. The relationship of the subcontractor to the Contractor.
3. Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
4. A complete description of the Contract Activities that will be performed or provided by the subcontractor.
5. Of the total bid, the price of the subcontractor's work.

Contractor's Subcontractors (See Section 2.3 for description of Contract Activities):

Christie Wilkewitz, MA, MEd (sole proprietorship)
 28121 Aspen Blvd
 Flat Rock, MI 48134
 Phone: 734-672-1284

Beth Morris, LMSW, MPA (sole proprietorship)
 403 Lincoln Ct.
 Chelsea, MI 48118
 Phone: 734-545-9004

2.6 Security

The Contractor will be subject the following security procedures:

The Contractor will be allowed access to the MDE building with a visitor pass. The Contractor will be working with schools, but will not have access to social security numbers or other confidential information. The contractor may be working with data from the Center for Educational Performance and Information (CEPI) and MiPHY, but will be required to sign an assurance document stating that they will only use the information as prescribed by MDE. This document ensures that the data will only be used within the project identified and not for other purposes outside of the agreed upon deliverable.

4. Project Management

4.1 Project Plan

Contractor must submit a project plan. Project plan should identify items such as the required contact personnel; the date the project plan must be submitted to the State; project management process; project breakdown identifying sub-projects, tasks, and resources required; expected frequency and mechanisms for updates/progress reviews; process for addressing issues/changes; and individuals responsible for receiving/reacting to the requested information.

The Contractor will carry out this project under the direction and control of the Program Manager. Within 30 calendar days of the Effective Date, the Contractor must submit a project plan to the Program Manager for final approval. The plan must include: (a) the Contractor's organizational chart with names and title of personnel assigned to the project, which must align with the staffing stated in accepted proposals; and (b) the project breakdown showing sub-projects, tasks, and resources required

4.2 Meetings

The Contractor must attend the following meetings:

- State Level Advisory Team (monthly),
- Local Management Team Meeting (monthly),
- Partner Meetings with DHHS and the three districts (as needed),
- Evaluation Team Meeting (weekly), and
- If requested, the Federal Funding Meeting.



The State may request other meetings, as it deems appropriate. All meetings can be attended in person or via teleconference.

4.3 Reporting

The Contractor must submit, to Program Manager, reports to assist the state in meeting the Federal SS/HS initiative. States are required to provide quarterly performance measure data to SAMHSA through the TRAC system beginning in the 3rd quarter of Year 1. TRAC is a web-based, centralized data platform for collecting, reporting, and monitoring performance measures on Center for Mental Health Services (CMHS) programs. Each year the state will submit an annual report. This annual report will include state level information as well as LEA GPRA /Local Community Performance Measure Reporting. The three LEAs/communities are required to collect and report performance measures data annually. The Contractor will collect this data from the LEAs/communities for supplementing the annual evaluation report. The performance measures data for each of the six GPRA measures must be included in the annual report. The report should also include all other performance measures identified in the SS/HS State Program Comprehensive Plan.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be a Blanket Purchase Order and Purchase Order release.

6. Invoice and Payment

6.1 Invoice Requirements

The Contractor must submit monthly invoices to MDE. All invoices submitted to the State must include: (a) date; (b) purchase order; (d) description of the Contract Activities; and (g) total price. Overtime and holiday pay will not be paid. The Contractor may be reimbursed for reasonable travel expenses, including mileage, to the LEAs and other regional meetings.

6.2 Payment Methods

The State will make payment for Contract Activities from approved invoices via Electronic Funds Transfer (EFT).



STATE OF MICHIGAN
Contract No. 071B5500135
Safe Schools, Healthy Students Evaluator)

**EXHIBIT B
RESERVED**



STATE OF MICHIGAN
 Contract No. 071B5500135
 Safe Schools, Healthy Students Evaluator)

**EXHIBIT C
 PRICING**

**Safe Schools/Healthy Students Evaluator
 Pricing Chart**

Deliverables	Expenditures Year 1	Expenditures Year 2	Expenditures Year 3
<p>Exhibit A, Section 1.0 Requirements, 1.1 Work and Deliverables, A.) Environmental Scan:</p> <p>Conduct an environmental scan of the systems, programs, and resources that address the five SS/HS Elements within the state, the three LEAs, and respective local communities.</p>	\$32,250	\$10,750	\$10,750
<p>Exhibit A, Section 1.0 Requirements, 1.1 Work and Deliverables, B.) Needs Assessment:</p> <p>Conduct a needs assessment of the risk and protective factors impacting mental and substance use disorders, youth violence, early childhood, and any other content areas related to the SS/HS framework within the state and the three communities. This process includes the gathering, analyzing, and reporting of current data and information about the characteristics and needs of children, youth, schools, and communities in which SS/HS services will be implemented.</p>	\$53,750	\$19,350	\$19,350
<p>Exhibit A, Section 1.0 Requirements, 1.1. Work and Deliverables, C.) Evaluation Plan:</p> <p>Develop an evaluation plan for outcome and performance measures, the comprehensive plan, and a structure to ensure fidelity in the implementation of all evidence-based programs. The plan must describe the evaluation planning process, including but not limited to the data collection instruments; how data will be collected, reported, and analyzed for the required Common Data Platform (CDP) and Government Performance Results Act (GPRA) performance measures; and how the project evaluation will support data-driven decision making with the goal of a continuous improvement process.</p>	\$86,000	\$53,750	\$32,250



Deliverables	Expenditures Year 1	Expenditures Year 2	Expenditures Year 3
<p>Exhibit A, Section 1.0 Requirements, 1.1. Work and Deliverables, G.) Data Collection System:</p> <p>Develop a data collection method around the Government Performance Results Act and identified shared and customized shared indicators of three communities and MDE.</p>	\$21,500	\$86,000	\$64,500
<p>Exhibit A, Section 1.0 Requirements, 1.1 Work and Deliverables, I.) Evaluation Practices and Reports:</p> <p>Identify, assess, and/or develop pre-and post- test evaluation practices and reports used to evaluate the effectiveness of substance use prevention practices, implementation of mental health supports for children, and assess activities that improve school climate and conditions for learning.</p>	\$21,500	\$43,000	\$86,000
Travel Costs, including a Trip to Washington D.C.	\$0	\$2,150	\$2,150
SUB-TOTAL	\$215,000	\$215,000	\$215,000
GRAND TOTAL	\$645,000 (for three program years)		



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and James O'Neill, Ph.D. ("**Contractor**"), a Michigan Sole Proprietorship. This Contract is effective on September 1, 2015 ("**Effective Date**"), and unless terminated, expires on September 29, 2017

This Contract may be renewed for up to 1 additional one year period(s). Renewal must be by written agreement of the parties and will automatically extend the Term of this Contract.]

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Exhibit A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
<i>Jillian Yeates</i> 525 W. Allegan Street Lansing, MI 48913 yeatesj@michigan.gov 517-284-7019	<i>Jim O'Neill, Ph.D., President</i> 44233 Harmony Lane Belleville, MI 48111 JimONeillPhD@gmail.com (734) 272-9001



- 3. Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Jillian Yeates 525 W. Allegan Street Lansing, MI 48913 yeatesj@michigan.gov 517-284-7019	Jim O’Neill, Ph.D., President 44233 Harmony Lane Belleville, MI 48111 JimONeillPhD@gmail.com (734) 272-9001

- 4. Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Kim Kovalchick, MDE 608 W. Allegan Street Lansing, MI 48933 kovalchickk@michigan.gov 517-241-4292	Jim O’Neill, Ph.D., President 44233 Harmony Lane Belleville, MI 48111 JimONeillPhD@gmail.com (734) 272-9001

- 5. Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.

- 6. Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better

Insurance Type	Additional Requirements
Commercial General Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0. Coverage must not have exclusions or limitations related to sexual abuse and molestation liability.
Automobile Liability Insurance	
<u>Minimal Limits:</u> \$1,000,000 Per Occurrence	
Workers' Compensation Insurance	
<u>Minimal Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.



Employers Liability Insurance	
<u>Minimal Limits:</u> \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimal Limits: \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Professional Liability (Errors and Omissions) Insurance	
<u>Minimal Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate <u>Deductible Maximum:</u> \$50,000 Per Loss	

If any of the required policies provide **claim-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. Reserved.

8. Reserved.

9. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.



- 10. Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks.** Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
- 14. Change of Control.** Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
- 15. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
- 16. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.



If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

17. Reserved.

18. Reserved.

19. Warranty Period. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Exhibit A. If the Contract Activities do not function as warranted during the warranty period the State may return such non-conforming Contract Activities to the Contractor for a full refund.

20. Terms of Payment. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/cpexpress> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in Exhibit A.

22. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. Termination for Cause. The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.



If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

24. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.

25. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

26. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.



The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. Infringement Remedies. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

28. Limitation of Liability. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. Reserved.

31. State Data.

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data



solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.

- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Exhibit A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Exhibit A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss of Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within 5 calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (g) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and, (h) provide to the State a detailed plan within 10 calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. This Section survives the termination of this Contract.

32. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.



- a. Meaning of Confidential Information. For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party’s possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible,



such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.

33. Data Privacy and Information Security

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34. Reserved.

35. Reserved.

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.



This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

39. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

40. Reserved.

41. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.

42. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.

43. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.

44. Non-Exclusivity. Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.



45. Force Majeure. Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.

46. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

47. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.

48. Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.

49. Order of Precedence. In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

50. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.

51. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.

52. Survival. The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.

53. Entire Contract and Modification. This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**").